# FREDERICK COUNTY, MARYLAND

#### PROCUREMENT & CONTRACTING DEPARTMENT

12 East Church Street, Winchester Hall Frederick, Maryland 21701



# **REQUEST FOR PROPOSALS #15-153**

# **Library Materials Supplier for Frederick County Public Libraries**

Proposal Due Date: March 3, 2015 3:00 PM

Buyer: Karen M. Diduch, CPSM, Procurement Analyst III

Phone: 301-600-6751

Email: kdiduch@frederickcountymd.gov

 $\underline{www.frederickcountymd.gov/procurement}$ 

# **National Purchasing Institute**



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#### **DOCUMENT A – PERTINENT INFORMATION**

RFP Number:	15-153	
RFP Name:	Library Materials Supplier for Frederick County Public Libraries	
Issue Date:	February 9, 2015	
Buyer:	Karen M. Diduch, CPSM	
Buyer.	kdiduch@frederickcountymd.gov	
	(301) 600-6751	
	(301) 000 0731	
Pre-Proposal Date:	N/A	
Pre-Proposal Location	N/A	
and Registration:		
Questions Due	Questions due no later than 4:00 PM on February 19, 2015	
and to Whom:	Submit questions to: Karen M. Diduch at kdiduch@frederickcountymd.gov	
Proposal Due:	March 3, 2015 at 3:00 PM	
M :1/D 1:	D	
Mail/Deliver	Department of Procurement & Contracting	
Proposals to	Winchester Hall, First Floor 12 East Church Street	
the Issuing Office:		
	Frederick, Maryland 21701 301-600-1067	
	301-000-1007	
	TECHNICAL AND PRICE PROPOSALS SHALL BE PLACED IN	
	<u>SEPARATE</u> SEALED ENVELOPES.	
Agreement Term:	One (1) year with four (4) one-year renewals.	
Bid Deposit/	N/A	
Performance Bond:		

#### **DOCUMENT B – GENERAL CONDITIONS**

#### 1 DEFINITIONS:

- 1.1 <u>Addenda</u> Formal alteration of a solicitation or Agreement in writing (When applicable, Addenda are available on the DP&C website.)
- 1.2 <u>Agreement</u> The legal contract resulting from award, the Request for Proposal documents and any addenda, the Contractor's response to this solicitation, and subsequent Purchase Orders
- 1.3 <u>Alternate Bids</u> A second bid for a single item that intentionally offers a substitute product or service that varies from the stated specifications
- 1.4 <u>BISAC</u> Book Industry Standards and Communications
- 1.5 <u>Buver</u> DP&C representative for the solicitation and/or resulting Agreement
- 1.6 <u>County</u> Frederick County, Maryland
- 1.7 <u>Contractor</u> Any offeror; most often the successful offeror
- 1.8 <u>Designee</u> Specifically appointed alternate signatory or decision maker
- 1.9 <u>DP&C</u> –The Department of Procurement & Contracting
- 1.10 <u>ESRB</u> Entertainment Software Rating Board
- 1.11 <u>FCPL</u> Frederick County Public Libraries
- 1.12 <u>Interested Party</u> An actual or prospective Offeror or Contractor that may be interested in the award of a contract
- 1.13 <u>Issuing Office</u> The Department of Procurement & Contracting, 12 East Church Street, Frederick, Maryland 21701
- 1.14 <u>Offeror</u> Any entity that submits a response to this solicitation
- 1.15 <u>MARC</u> MAchine Readable Cataloging
- 1.16 MPAA Motion Picture Association of America
- 1.17 OCLC Online Computer Library Center
- 1.18 <u>Proposal</u> All information submitted by the Contractor in response to this solicitation
- 1.19 <u>Purchase Order</u> The document by which the Contractor receives formal notification to perform work or deliver goods
- 1.20 <u>RDA</u> Resource Description and Access
- 1.21 <u>Request for Proposal (RFP)</u> All documents identified in the Table of Contents, including any addenda
- 1.22 <u>Solicitation</u> The Request for Proposal
- 1.23 <u>USMARC</u> United States Machine Readable Cataloging
- 1.24 <u>Using Agency</u> County division, department or office for which goods and/or services are being purchased

#### 2 COUNTY INFORMATION:

The County is part of the "Golden Triangle" located 45 minutes from both Baltimore and Washington, DC. The largest county in Maryland at 667 square miles in total land area (including bodies of water); Frederick is also Maryland's fastest growing county in the Washington metro region and contains Frederick City, the second largest city in Maryland. The County is home to approximately 250,000 residents and 9,000+ businesses employing 91,000+ workers. County services include police, fire and rescue, corrections, public works, planning and zoning, landfill, water and sewer, and parks and recreation. Currently the County's general obligation debt is rated AAA by Standard & Poor's and Fitch IBCA, and Aa1 by Moody's Investors Service.

#### **3 RESERVATIONS:**

3.1 The Director of DP&C reserves the right to reject any or all proposals or parts of proposals when, in the Director of DP&C's reasoned judgment, the public interest will be served thereby.

- 3.2 The Director of DP&C may waive formalities or technicalities in proposals as the interest of the County may require.
- 3.3 The Director of DP&C reserves the right to increase or decrease the quantities to be purchased at the prices proposed. The quantity intended to be purchased and the period and percentage amount of any such reservation will be stated in the specifications or proposal.
- 3.4 The Director of DP&C reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination as shall, at the sole discretion of the Director of DP&C, be in the best interest of the County.
- 3.5 The Director of DP&C may waive minor differences in specifications provided these differences do not violate the specification intent nor materially affect the operation for which the services are being purchased.
- 3.6 The Director of DP&C may reject any bid which shows any omission, irregularity, alteration of forms, additions not called for, conditional or unconditional unresponsiveness, or bids obviously unbalanced.

#### 4 COMPETITON:

- 4.1 A Contractor may offer only one price on each item though they may have two or more types that meet specifications. Contractors must determine for themselves which to offer. Submission by a single Contractor of more than one price for a single item shall be sufficient cause for rejection of all prices for that item submitted by the Contractor.
- 4.2 All proposals must be accompanied by descriptive literature as may be called for by the specifications or proposal. Specifications provided are based on County needs and uses, estimated costs of operation and maintenance, and other significant and/or limiting factors to meet County requirements and shall be consistent with County policies. Minimum specifications, and maximum specifications, where included, are not established arbitrarily to limit competition or to exclude otherwise competitive Contractors.
- PERIOD OF VALIDITY: All proposals submitted shall be irrevocable for 120 days following the proposal due date, and the County has within that time period after due date to accept the proposal. The County reserves the right to reject any offer that specifies less than 120 days of acceptance time. Upon mutual agreement between the County and Contractor, the acceptance time may be extended. Proposals may not be withdrawn during this period.

#### 6 DELIVERY:

- 6.1 Contractors shall guarantee delivery in accordance with such delivery schedule as may be provided in the specifications and proposal.
- 6.2 All items shall be delivered F.O.B. Destination, Inside Delivery, and delivery costs and charges included in the proposal unless otherwise stated in the specifications or proposal.
- 6.3 The Director of DP&C reserves the right to charge the Contractor or vendor for each day the services are not delivered in accordance with the delivery schedule. The per diem charge may be invoked at the discretion of the Director of DP&C and said sum is to be taken as liquidated damages and deducted from the final payment, or charged back to the Contractor or vendor.
- 6.4 The Director of DP&C reserves the right to procure the services elsewhere on the open market if delivery is not made as specified, in which event, any additional costs of procuring the services may be charged against the Contractor and deducted from any monies due or which may become due.

#### **7 GOVERNING LAW:**

- 7.1 This contract shall be governed by and construed in accordance with the laws of the State of Maryland without regard to any choice of law principles that would dictate the laws of any other jurisdiction. The parties agree that the exclusive venue for any and all actions related hereto shall be the appropriate Federal or State court located within the State of Maryland.
- 7.2 The laws of the State of Maryland and Frederick County shall govern the resolution of any issue arising in connection with the contract, including, but not limited to, all questions on the validity of the contract, the capacity of the parties to enter therein, any modification or amendment thereto, and the rights and obligations of the parties hereunder.
- 8 FAIR LABOR STANDARDS ACT: All goods shipped against this order must be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended including Section 6, 7, and 12, and regulations and orders issued under Section 14 thereof.
- **CASH DISCOUNT:** Cash discounts will be taken into consideration in determining the award. However, an offer of a cash discount must allow a reasonable period of not less than 30 days in order to be included in evaluation of the proposal pricing. A proposal offering a cash discount in a period of less than 30 days will be evaluated as a proposal without a cash discount offer. If the Contractor obtains an award by reason of their gross price, the County will hold the offer of a cash discount and make every effort to obtain such discount.
- **UNIT PRICES:** Unless clearly shown on the proposal that it is the intent that a reduced total price is being offered on the basis of receiving an award of all items covered by the total, any totals should be the actual sum of the extension of unit prices. Otherwise, in the event of any discrepancy between a unit price(s), extended price(s), and/or total price(s), unit prices will govern and the proposal will be refigured accordingly.
- NON-WAIVER: Any waiver of any breach of covenants herein contained to be kept and performed by the Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the County from declaring a forfeiture for any succeeding breach either of the same condition of covenant or otherwise.
- PATENTS: If applicable, the Contractor shall defend any suit or proceeding against the County so far as based on a claim on any equipment, or on any part thereof, furnished under this contract which constitutes an infringement of any patent of the United States, if notified promptly in writing and given authority, information, and assistance (at the Contractor's expense) for the defense of same, and the Contractor shall pay all damages and costs awarded therein against the County. In case said equipment or any part thereof, in such suit, is held to constitute infringement and the use of said equipment or part if enjoined, the Contractor shall, at its own expense, either procure for the County the right to continue using said equipment or part, or replace same with non-infringing equipment or part, or modify so that it becomes non-infringing.

#### 13 COMPLIANCE WITH LAWS:

- 13.1 If awarded a contract, the Contractor hereby represents and warrants that it:
  - 13.1.1 Is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.
  - 13.1.2 Is not in arrears with respect to the payment of any monies due and owing the County, or any department or agency thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract.

- 13.1.3 Shall comply with all federal, state, and local laws, ordinances, and legally enforceable rules and regulations applicable to its activities and obligations under the contract.
- 13.1.4 Shall procure, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under the contract.
- 13.1.5 Agrees that the facts and matters set forth hereafter in the contract and made a part hereof are true and correct.
- In addition to any other remedy available to the County, breach of any of the paragraphs of this clause shall, at the election of the County, be grounds for termination. Failure of the County to terminate the contract shall not be considered or construed as a waiver of such breach nor as a waiver of any rights or remedies granted or available to the County.

#### 14 HOLD HARMLESS/INDEMNIFICATION:

- 14.1 The Contractor shall indemnify and hold the County harmless from and against all liability and expenses, including reasonable attorney's fees, howsoever arising or incurred, alleging damage to property or injury to, or death of, any person arising out of or attributable to the Contractor's performance of the contract awarded, provided that the Contractor shall not be responsible for acts of negligence or willful misconduct committed by the County, its employees, agents and officials.
- 14.2 Any property or work to be provided by the Contractor under this contract will remain at the Contractor's risk until written acceptance by the County; and the Contractor will replace, at Contractor's expense, all property or work damaged or destroyed by any cause whatsoever.

#### 15 TERMINATION:

- 15.1 Termination for Convenience: The performance of work under this contract may be terminated by the County in accordance with this clause in whole, or from time to time in part, whenever the County determines that such termination is in the best interest of the County. The County will pay all reasonable costs associated with this contract that the contractor has incurred up to the date of termination and all reasonable costs associated with termination of the contract. However, the Contractor will not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.
- 15.2 Termination for Default: If the Contractor fails to fulfill its obligation under this contract properly and on time, or otherwise violates any provision of the contract, the County may terminate the contract by written notice to the Contractor. The notice will specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor will, at the County's option, become the County's property. The County shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the contractor will remain liable after termination and the County can affirmatively collect damages.
- MARYLAND REGISTRATION: Contractors must be registered to do business in, and must be in good standing with, the State of Maryland. Contractors not registered must obtain registration information from the Maryland Department of Assessments and Taxation website at: <a href="www.dat.state.md.us/">www.dat.state.md.us/</a> or by calling 410-767-1340 or Toll Free 888-246-5941.
- **AVAILABILITY OF FUNDS:** The contractual obligation of the County under this contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.

- **INTEGRATION AND MODIFICATION:** These proposal documents, Contractor's response to this solicitation, and subsequent purchase order(s) to the successful Contractor contain the entire understanding between the parties and any additions or modifications hereto may only be made in writing executed by both parties.
- NON-ASSIGNMENT OF CONTRACT: Neither the County nor the Contractor shall assign, sublet, or transfer its interest or obligations under the resulting contract to any third party, without the written consent of the other. Nothing here shall be construed to create any personal or individual liability upon any employee, officer, or elected official of the County, nor shall the resulting contract be construed to create any rights hereunder in any person or entity other than the parties to this contract.
- RESPONSIBILITY: The Contractor has the burden of demonstrating affirmatively its responsibility in connection with this solicitation. A debarred Contractor or one with documented poor performance or one with questionable reputation, integrity or key personnel, may automatically be considered non-responsible in connection with this solicitation. At the sole discretion of the County, a Contractor that has previously failed to perform properly, has failed to timely complete contracts of a similar nature, has failed to complete contracts of a similar nature within budget or with an unreasonable quantity of change orders, or one that investigation reveals is unable to perform the requirements of the contract may be excluded from consideration for award. DP&C may request documentation necessary for the determination of responsibility. Failure of a Contractor to provide the required documentation may exclude it from further consideration.
- **21 AFFIDAVIT:** The attached affidavit is provided to facilitate compliance with the applicable law.

#### 22 PUBLIC INFORMATION/PROPRIETARY/CONFIDENTIAL INFORMATION:

- 22.1 The County operates under a public information law, which permits access to most records and documents.
- 22.2 Proposals will be available for public inspection after the award announcement, except to the extent that a Contractor designates trade secrets or other proprietary data to be confidential. Material designated as confidential must be readily separable from the remainder of the proposal to facilitate public inspection of the non-confidential portion of the proposal. A Contractor's designation of material as confidential will not necessarily be conclusive, and the Contractor may be required to provide justification why such material should not be disclosed, on request, under the Maryland Access to Public Records Act, State Government Article, Sections 10-611 through 10-628, of the Annotated Code of Maryland.

#### 23 COOPERATIVE PURCHASE:

- 23.1 The Contractor may extend all of the terms, conditions, specifications, and unit or other prices of any award resulting from this proposal to any and all other public bodies, subdivisions, school districts, community colleges, colleges, and universities including non-public schools at its own discretion.
- The County assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any contract resulting from this proposal.

**EXCEPTIONS:** If the Contractor cannot/ will not meet the terms, conditions, and/or specifications of the solicitation, the Contractor must furnish a statement on company letterhead providing a complete description of any exceptions to the terms, conditions, and specifications. Failure to furnish exceptions on company letterhead shall be interpreted as full agreement and acceptance of all terms, conditions, and specifications. Exceptions taken do not obligate the County to change the terms, conditions, and/or specifications. Exceptions to the terms and/or conditions and/or to the County's standard Agreement may be sufficient cause for rejection of the proposal. Descriptive literature may be used to clarify or be a reference to an exception; however, exceptions shall not be considered by enclosing descriptive literature in itself. The decision of the Director of DP&C in accepting or rejecting an exception shall be final. If it is determined that an exception is not acceptable, the proposal may be considered non-responsive at the sole discretion of the Director of DP&C.

#### 25 AWARD NOTIFICATION:

- Award notification will be by U.S. Mail, email, fax, or any combination thereof.
- 25.2 The awarded Contractor(s) will be required to return an Insurance Certificate (if applicable) naming Frederick County as an additional insured, the executed Agreement\*(if applicable), and the Maryland Registration Certificate of Good Standing.
- 25.3 Individuals wishing to contest results of a solicitation may view procedures on the DP&C website at <a href="https://www.FrederickCountyMD.gov/procurement">www.FrederickCountyMD.gov/procurement</a>.

#### **DOCUMENT C – SPECIFICATIONS**

**BACKGROUND:** The Frederick County Public Libraries (FCPL) system consists of eight (8) library branches, two (2) bookmobiles, and a Detention Center library. The current print book and AV collection size is approximately 580,000 items.

#### 2 STATEMENT OF WORK:

- 2.1 Frederick County, Maryland (the "County") for the Frederick County Public Libraries system is seeking proposals from qualified firms (the "Contractor") specializing in providing, cataloging, and processing library materials (books, DVDs, music CDs, audio books, and video games) for public libraries to provide firm "discount from list prices" percentages for their materials in accordance with the terms, conditions and specifications of this solicitation,
- 2.2 In order to obtain the largest possible range of materials and services, the County intends to award contract(s) to a pool of providers that will be determined by the number and quality of proposals received. Depending upon the type of material or service required, the County will purchase the needed materials or services from the Contractors who offer the best prices and services to the library.
- 2.3 Contractors may submit a proposal on a specific format or material as listed; however, Contractors are <u>not</u> required to provide all types of materials listed.
- 2.4 **Cataloging and processing services are optional**. Inability to provide these services will not preclude a Contractor from being selected as a pool provider.
- 2.5 Scope of Services: The scope of services is intended to establish minimum services and specific conditions the Contractor should meet in order to fulfill the County's objectives.
- All proposals must be made on the basis of and either meet or exceed the requirements contained herein. All Contractors must be able to provide:
  - 2.6.1 Library Materials and Ordering:
    - 2.6.1.1 Discount for each binding type or product that is available from Contractor.
    - 2.6.1.2 All prices and/or discounts stated in the proposal must be valid for all items purchased under this contract.
    - 2.6.1.3 Options by which FCPL may place orders.

#### 2.6.2 Selection Assistance:

- 2.6.2.1 The Contractor shall provide free selection assistance in the form of searchable web databases of titles and core bibliographies, print catalogs and price lists, customized subject lists, and when requested, telephone, e-mail, and/or written assistance.
- 2.6.2.2 A website with selection information, including author, title, and inventory is desirable.

#### 2.6.3 Reports:

- 2.6.3.1 The Contractor will send a confirmation of all titles ordered within seven (7) days of the order, indicating the status of the title. The Contractor shall supply management reports to the FCPL as specified below.
  - Status Reports The Contractor shall provide the FCPL with a monthly report detailing confirmation and the status of materials which cannot be

- shipped immediately. This report shall show if material is out of print, out of stock, out of stock indefinitely, temporarily out of stock, public canceled, not yet published, etc.
- Cancellation Report The Contractor shall provide, at least on a monthly basis, a report indicating which titles cannot be supplied.
- 2.6.4 Cancellations: Titles which are not received within one hundred eighty (180) days after order date will automatically be considered cancelled by FCPL.
- 2.6.5 Shipping:
  - 2.6.5.1 Shipments will be delivered inside the main branch at a location designated by the FCPL.
  - 2.6.5.2 All items will be delivered, with all shipping and postal costs prepaid by the Contractor, within one hundred eighty (180) days of the date of the order. After one hundred eighty (180) days, orders will be considered cancelled if the material has not been delivered.
  - 2.6.5.3 A packing list which duplicates the invoice must accompany each shipment.
  - 2.6.5.4 The Contractor agrees to ship all volumes of each multi-volume title or all copies of each title with multiple copies in one shipment and not divide them in separate shipments.
  - 2.6.5.5 When a title is shipped prior to release date, the Contractor must note, in writing, the title and release date on invoice and packing slip.
  - 2.6.5.6 Accuracy rate will be 99% for all titles shipped, which includes the correct title, edition, and number of copies per title, for all titles that are ordered.
- 2.6.6 Defective Materials and Returns: FCPL shall reserve the right to return defective and/or damaged materials at the Contractor's expense. The Contractor agrees to accept return of materials found to be damaged or not as ordered (including, but not limited to wrong edition, wrong format, wrong quantity, or incorrectly processed items), with associated shipping charges, without charge to FCPL, for a period of one hundred twenty (120) days after delivery, and shall issue a credit or replace said item. The Contractor agrees to accept any publisher defective book, with associated shipping charges, for a period of one hundred twenty (120) days after delivery and issue full credit with no restocking fee.
- 2.6.7 Replacement Policy (Audiovisual): Contractor's replacement policy must state when replacement items are available and any costs to obtain these replacements.
- 2.6.8 Order Fulfillment:
  - 2.6.8.1 Fill Rate The Contractor shall be able to ship from stock ninety percent (90%) of any order within thirty (30) days after receipt of order with the exception of titles not yet published.
  - 2.6.8.2 Accuracy Ninety-nine percent (99%) of all materials shipped shall be the correct title, edition, and number of copies.
  - 2.6.8.3 Substitutions No substitutions shall be made without prior authorization from FCPL.
- 2.7 **Optional Services** that are desired but not required from a Contractor:
  - 2.7.1 EDI Invoicing and 9xx vendor order records are strongly preferred.

#### 2.7.2 Cataloging:

- 2.7.2.1 The Contractor shall supply a bibliographic record of each unique title. The bibliographic record shall be constructed in a manner consistent with the FCPL's existing cataloging data and practices using the Dewey Decimal classification scheme (23<sup>rd</sup> Edition), with some local call numbers, the Library of Congress name authority and subject heading, and the Anglo American Cataloging Rules, 2<sup>nd</sup> Edition, 2002 Revision and Updates (or alternatively, the new RDA Standards) unless otherwise specified by FCPL. The bibliographic record shall be compatible in structure and content with the Library of Congress (LC) MARC 21 communications format as defined by OCLC, and must adhere to the requirements of the OCLC-MARC Subscription Service Documentation, 4<sup>th</sup> Edition. The bibliographic record shall contain the standard tags and sub-fields, where applicable. The Contractor shall allow standard LC cataloging changes to be integrated in the system as implemented by OCLC or other bibliographic record suppliers.
- 2.7.2.2 Contractor-supplied records shall have been run through their most current authority control file for name and subject headings. The Contractor shall be responsible for the manual review of unlinked headings and will make the appropriate changes to the headings in question.

#### 2.7.3 Processing:

- 2.7.3.1 The Contractor shall physically prepare the materials, meeting the FCPL's processing specifications to include, but not limited to, property stamps, FCPL-supplied barcode labels, RFID, spine labels, Mylar jackets, cases, and any other items required for materials processing, as the Contractor's range of services allows.
- 2.8 <u>General Materials Specifications:</u> Contractors may provide one or all of the following material formats. It is the intent of the FCPL to establish a pool of Contractors who can provide a broad range of materials and services in the most cost effective and efficient manner.
  - 2.8.1 <u>Print Materials</u>: The FCPL orders up to 4,000 books (items) per month. These include Adult, Juvenile, and Young Adult titles in hardback, trade paper, and mass paperback formats, Orders are primarily for new titles in both nonfiction and fiction areas. Replacement copies of older titles, particularly juvenile materials, are also frequently ordered.
  - 2.8.2 <u>DVDs</u>: The FCPL purchases approximately 7,000 DVDs during a fiscal year. The collection includes Adult and Juvenile feature films, Adult and Juvenile nonfiction titles, Adult television series, and various children's series (Barney, Dora, Scholastic).
  - 2.8.3 <u>Music CDs</u>: The FCPL adds up to 400 music CDs each year. These include a wide variety of Adult and Children's CDs in categories such as bluegrass, rock, classical, country, film scores, jazz, religious, folk music, and children's songs.
  - 2.8.4 <u>Audiobooks</u>: The FCPL adds up to 3,300 Audiobooks per year, including CD-books, Playaway products, and Read-along books for the Adult, Juvenile, and Young Adult collections. Orders are primarily for new titles in both nonfiction and fiction areas.
  - 2.8.5 <u>Continuations</u>: This category is for continuous orders from publishers for print titles specified by Frederick County Public Libraries, and shipped to FCPL. A list of titles is included in Attachment 7. This is a sample list only. FCPL reserves the right to change the list after a Contractor has been selected. The Contractor must indicate the overall discount

- offered on Continuations titles, and an approximate percentage of the titles listed which the Contractor can provide.
- 2.8.6 <u>Video Games</u>: The FCPL plans to offer Xbox, Nintendo Wii, and Play Station games to patrons. FCPL will start with a selection of 100 200 games and expand the collection by up to 100 per year. Titles will be selected for all ages and be separated based on Entertainment Software Rating Board (ESRB) guidelines.
- 2.9 <u>Cataloging Specifications</u>: The following sections detail the Contractor's responsibilities when applicable. The cataloging specifications required by FCPL may change during the term of the agreement and advance notice will be provided to the Contractor. Samples of FCPL call numbers, Cutters, and prefixes are shown in Attachment 8.

#### 2.9.1 <u>Bibliographic Records</u>:

- 2.9.1.1 The Contractor will provide no less than minimal level USMARC bibliographic records for all titles delivered to FCPL. Bibliographic data must meet or exceed <u>core</u> level cataloging requirements. <u>CIP (Cataloging in Publication) records are not acceptable.</u> All bibliographic records must be enhanced records and meet all of FCPL's specifications for cataloging.
- 2.9.1.2 The Contractor will provide a means of delivering the USMARC records, when available for items shipped to FCPL, ready to download into the Sirsi database. Records must be available to the FCPL at the time of delivery of the physical items.

#### 2.9.2 Call Numbers:

- 2.9.2.1 Call numbers for print materials must include location (Fiction designation, Dewey number, or Biography designation) and main entry (Cutter) information. For nonfiction items (excluding biographies), unabridged Dewey classification extended up to the third digit past the decimal will be used. Biographies use the call number B and the full last name of the subject.
- 2.9.2.2 FCPL will provide call numbers for DVDs, Music CDs, Video Games, and Audiobooks when spine labels are requested from the Contractor.
- 2.9.3 <u>Cutters</u>: Cutters for nonfiction consist of the first four (4) letters of the main entry, except for biographies. Cutters for fiction consist of the author's full last name. Cutters for biographies consist of the subject's full last name. Spaces, apostrophes, etc. should not be included in the Cutter.
- 2.9.4 <u>Picture Book Category Designation</u>: Picture books may have a category designation (examples include, but are not limited to, Christmas, Thanksgiving, Spring, Transportation, Concepts) which will be determined by the materials selector and appear after the cutter on selected children's material.
- 2.9.5 <u>Adult Non-Fiction BISAC Headings</u>: Non-fiction may have the designation of preselected BISAC headings, determined by the Contractor, which will appear after the cutter on predetermined adult non-fiction material.
- 2.9.6 <u>Prefixes</u>: Prefixes for fiction genres and special collections will be indicated on orders. Such prefixes will include MYS (mystery), SF (science fiction), WES (western), LP (large print), R (reference), YA (young adult), J (juvenile), E (easy), FOR SPA (Spanish), CD, CD BOOK, PL (Playaway audiobook), PV (Playaway view), DVD FF (feature film), and DVD FOR (foreign film) among others.
- 2.9.7 <u>Multi-Volume Sets</u>: Individual volumes of multi-volume sets must be cataloged separately. Contractors must provide a bibliographic record for each volume. This does not

apply to reference materials, which must have one (1) bibliographic record with all volumes on one record (e.g., general encyclopedias).

2.10 Processing Specifications: The following sections detail the Contractor's responsibilities when applicable. The processing specifications required by FCPL may change during the term of the agreement, and advance notice will be provided to the Contractor. The FCPL is interested in the ability of the Contractor to provide processing services with or without catalog records. Particularly in the area of non-print materials, FCPL will provide desired Call Numbers so the Contractor can create spine labels without a MARC Catalog record. Samples of FCPL call numbers, Cutters, and prefixes are shown in Attachment 8.

#### 2.10.1 **Processing – Print Materials**:

- 2.10.1.1 **Print Materials Property Stamp & Date Stamp**: The Contractor will stamp the top of all print materials with Frederick County Public Libraries property stamp and date stamp in black ink. The Contractor will provide a rubber property stamp to meet the FCPL's specifications.
- 2.10.1.2 **Print Materials Spine Label**: The Contractor will apply spine labels with call numbers on the spine of all print materials. Spine label is to be applied to the book <u>under</u> the Mylar jacket. Call numbers should be printed horizontally on the label. Labels must be acid-free paper, approximately 7/8" x 1-1/4" in size. When three (3) characters will not fit on the spine, use a narrow spine label with the call numbered printed vertically. If the spine is too narrow for the label, it should be placed on the lower left corner of the front cover. Label should be positioned on the spine so as not to conceal title or author information whenever possible. Label should be placed 1/8" from the bottom of the spine.
- 2.10.1.3 **Print Materials Mylar Jacket**: The Contractor will apply Mylar covers, at least 2mil thick, to all books with dust jackets; attach with glue. Do not attach cover if an Adult book has maps, illustrations, or other detailed material on the inside of the cover.
- 2.10.1.4 **Print Materials Label Protector:** The Contractor will apply clear label protectors (4mil) on exposed spine labels not covered by Mylar jackets. Label protectors should be 4mil vinyl matte finish and extend 1/2" past label on front and back of item. Label protector must extend at least 1/4" over top and sides of spine label.
- 2.10.1.5 **Print Materials Barcode**: The Contractor will apply FCPL supplied barcode labels to all print items, including any Mylar jacket. Label should be located on the upper right corner of the back of the book. The matching eyereadable strip will be placed on the back end page of the book.

#### 2.10.2 **Processing – DVDs**:

- 2.10.2.1 **DVDs Cases**: All DVDs will be removed from their original cases and be re-cased, along with their artwork and booklets, in library quality cases able to withstand assumed circulation functions of the library (i.e., book drop returns, general wear and tear, etc.). Any DVD sets which contain more than two (2) discs must be separated into multiple packages with artwork.
- 2.10.2.2 **DVDs Spine Labels**: The Contractor will apply spine labels with call numbers as designated in the order. Labels must be acid-free paper, approximately 7/8" x 1-1/4" in size, and placed on the artwork, 1/4" from

- the bottom edge of the spine. Call numbers should be printed horizontally on the label.
- 2.10.2.3 **DVDs Closed Caption Label**: A Closed Caption label or Subtitle for Deaf & Hearing-Disabled (when appropriate), no larger than 7/8" x <sup>3</sup>/4" must be placed on the DVD artwork at the top of the spine, approximately 1/8" from the top edge.
- 2.10.2.4 **DVDs Ratings Label**: A MPAA ratings label must be placed on the DVD artwork at the bottom of the spine below the call number, approximately 1/8" from the bottom edge. If no rating is available, a label no greater than 7/8" x 3/4", reading "Not Rated", must be substituted.
- 2.10.2.5 DVDs Barcode Label: The Contractor will apply FCPL-supplied barcode labels. Label should be located on the upper right corner of the back, on the artwork. The matching eye-readable strip will be placed on the inside of the front of the case.
- 2.10.2.6 **DVDs Date Stamp**: The Contractor will apply a small white label (3/4" x 3/4") with the date (month and year) the title was purchased. Label should be located on the back, in the upper left corner of the artwork, approximately 1/4" from the edge.
- 2.10.2.7 DVDs Eye-Readable Donut: The Contractor will apply a circular white label (1.375 cm diameter) fitting around the center hole of each disc. The label will have the eye-readable item barcode at the top and "Frederick Co Pub Library (MD)" on the opposite end.

#### 2.10.3 **Processing – Music CDs:**

- 2.10.3.1 **Music CDs Packaging**: Music CDs must be in a regular CD jewel case. If the item does not come in this type of case, it is the Contractor's responsibility to repackage the item in this type of case. Any artwork and booklets must be in the same case as the CD. Any title with two (2) CDs must be repackaged in one (1) jewel case.
- 2.10.3.2 **Music CDs Spine Labels**: The Contractor will apply spine labels with call numbers as designated in the order. Labels must be acid-free paper, approximately 7/8" x 1-1/4" in size, and placed horizontally on the front lower left corner of the artwork, 1/4" from the bottom edge of the case. Call numbers should be printed horizontally on the label.
- 2.10.3.3 **Music CDs Barcode Labels**: The Contractor will apply FCPL-supplied barcode labels. Label should be located on the upper right corner of the back, on the artwork. Matching eye readable should be placed on the inside of the front cover.
- 2.10.3.4 **Music CDs Date Stamp**: The Contractor will apply small white label (3/4" x 3/4") with the date (month and year) the title was purchased. Label should be located on the back, in the upper left corner of the artwork, approximately 1/4" from the edge.
- 2.10.3.5 **Music CDs Eye-Readable Donut**: The Contractor will apply a circular white label (1.375 cm diameter) fitting around the corner hole of every disc. The label will have the eye-readable item barcode at the top and "Frederick Co Pub Library (MD)" on the opposite end.

#### 2.10.4 Processing – CD Books:

2.10.4.1 **CD Books – Packaging**: All books on CD will be sent in plastic 2-ring binder style audiobook cases with sleeves and appropriate artwork.

- 2.10.4.2 **CD Books Spine Labels**: The Contractor will apply spine labels with call numbers as designed in the order. Labels must be acid-free paper, approximately 7/8" x 1-1/4" in size, and placed horizontally on the artwork, 1/4" from the bottom edge of the case, on the spine. Call numbers should be printed horizontally on the label.
- 2.10.4.3 **CD Books Barcode Labels**: The Contractor will apply FCPL-supplied barcode labels. Label should be located on the upper right corner of the back, on the artwork. The matching eye-readable strip will be placed on the inside of the front cover.
- 2.10.4.4 **CD Books Date Stamp**: The Contractor will stamp month and year of purchase on upper left hand corner of artwork. If stamp is not visible, apply small white label and stamp the label.
- 2.10.4.5 **CD Books Eye-Readable Donut**: The Contractor will apply a circular white label (1.375 cm diameter) fitting around the center hole of every disc. The label will have the eye-readable item barcode at the top and "Frederick Co Pub Library (MD)" on the opposite end.

#### 2.10.5 **Processing – Playaway Products**:

- 2.10.5.1 **Playaway Packaging:** Playaway audiobooks will be sent in the Playaway orange circulation case (5-1/2" x 7-3/8" x 1"). Playaway Views will be sent in the Playaway orange circulation case (6-1/2" x 7-1/4" x 1.5"). Both will have sleeves with appropriate artwork. Playaway audio will include an AAA battery with each item. Playaway Views will include an AC adaptor with each item.
- 2.10.5.2 **Playaway Spine Labels**: The Contractor will apply spine labels with call numbers as designed in the order. Labels must be acid-free paper, approximately 7/8" x 1-1/4" in size, and placed horizontally on the artwork, 1/4" from the bottom edge of the case, on the spine. Call numbers should be printed horizontally on the label.
- 2.10.5.3 Playaway Barcode Labels (Playaway Audiobooks only): The Contractor will apply FCPL-supplied barcode labels to Playaway Audiobooks and Playaway Views. Label should be located on the upper right corner of the back, on the artwork. The matching eye-readable strip will be placed on Audiobooks opposite the headphone port. On Views, the eye-readable strip will be placed on the front of the device, centered above the screen.
- 2.10.5.4 **Playaway –Date Stamp**: The Contractor will apply a small white label (3/4" x 3/4") with the date (month and year) the title was purchased. Label should be located on the back, in the upper left corner of the artwork, approximately 1/4" from the edge.

#### 2.10.6 **Processing – Read-Along Audiobooks**:

- 2.10.6.1 **Read-Along Books Packaging**: The Contractor will apply a clear polypropylene self-adhesive disc sleeve (5" x 5") to the inside back cover of the book with the pocket opening point toward the binding. Sleeve will not be less than 5mils thick.
- 2.10.6.2 **Read-Along Books Spine Labels**: The Contractor will apply spine labels with call numbers as designated in the order. Labels must be acid-free paper, approximately 7/8" x 1-1/4" in size, and placed horizontally on the artwork, 1/4" from the bottom edge of the case, on the spine. Call numbers should be printed horizontally on the label. When three (3) characters will

- not fit on the spine, use a narrow spine label with the call number printed vertically. If the spine is too narrow for the label, it should be placed on the lower left corner of the front cover. Label should be positioned on the spine so as not to conceal title or author information whenever possible.
- 2.10.6.3 **Read-Along Books Eye-Readable Donut**: The Contractor will apply a circular white label (1.375 cm diameter) fitting around the center hole of every disc. The label will have the eye-readable item barcode at the top and "Frederick Co Pub Library (MD)" on the opposite end.
- 2.10.6.4 **Read-Along Books Mylar Jacket**: The Contractor will apply Mylar covers at least 2.0 mils thick to all books with dust jackets; attach with glue. Do not attach cover if a book has maps, illustrations, or other detailed material on the inside of the cover.
- 2.10.6.5 Read-Along Books Label Protector: The Contractor will apply clear label protectors (4mil) on exposed spine labels not covered by Mylar jackets. Label protectors should be 4mil vinyl matte finish and extend 1/2" past label on front and back of item. Label protector must extend at least 1/4" over top and sides of spine label.
- 2.10.6.6 **Read-Along Books Barcode**: The Contractor will apply FCPL-supplied barcode labels to all print items, inside any Mylar jacket. Label should be located on the upper right corner of the back of the book. The matching eyereadable donut will be placed on the audiobook.
- 2.10.6.7 **Read-Along Books Contents Sticker**: The Contractor will apply a contents sticker with alerts to the number of books and CDs included in the read-along. Labels must be acid-free paper, approximately 7/8" x 1-1/4" in size, bright orange, and placed on the back cover of the artwork, directly below the barcode.
- 2.10.6.8 **Read-Along Books Property Stamp & Date Stamp**: The Contractor will stamp the top of all print materials with Frederick County Public Libraries property stamp and date stamp in black ink. If book is too thin to accommodate height of stamp, the Contractor will place property and date stamp on the title page of the book. The Contractor will provide a rubber property stamp to meet the FCPL's specifications.

#### 2.10.7 **Processing – Video Games**:

- 2.10.7.1 Video Games Packaging: All Video Games with artwork and booklets will be housed in library quality cases able to withstand assumed circulation functions of the library (i.e., book drop returns, general wear and tear, etc). Any Video Game sets which contain more than two (2) discs must be housed in the same package and include artwork and booklet.
- 2.10.7.2 **Video Games Spine Labels**: The Contractor will apply spine labels with call numbers as designated in the order. Labels must be acid-free paper, approximately 7/8" x 1-1/4" in size, and placed on the artwork, 1/4" from the bottom edge of the spine. Call numbers should be printed horizontally on the label.
- 2.10.7.3 **Video Games Eye-Readable Donut**: The Contractor will apply a circular white label (1.375 cm diameter) fitting around the center hole of every disc. The label will have the eye-readable item barcode at the top and "Frederick Co Pub Library (MD)" on the opposite end.
- 2.10.7.4 **Video Gamer Date Stamp:** The Contractor will stamp month and year of purchase on upper left hand corner of artwork. If stamp is not visible, apply small white label and stamp the label.

2.10.7.5 **Video Games – Rating Sticker**: An ESRB ratings label must be placed on the game artwork at the bottom of the spine below the call number, approximately 1/8" from the bottom edge. If no rating is available, a label no larger than 7/8" x 3/4", reading "Not Rated" must be substituted.

#### 3 INQUIRIES AND ADDENDA:

- 3.1 The DP&C Buyer is the sole point of contact for this solicitation. Questions concerning this solicitation must be addressed in writing to the Buyer and delivered no later than 10 days in advance of the proposal's due date.
- Addenda to solicitations often occur prior to the proposal opening, sometimes within a few hours of the opening. It is the potential Contractor's responsibility to visit the DP&C website at <a href="http://frederickcountymd.gov/index.aspx?NID=1116">http://frederickcountymd.gov/index.aspx?NID=1116</a> to obtain Addenda.

#### 4 CONTRACTOR'S QUALIFICATIONS:

- 4.1 Contractors must be engaged in providing the services as outlined and shall have been actively engaged in this field for a minimum of two (2) years.
- 4.2 The County reserves the right to inspect the Contractor's equipment and to perform such investigations as may be deemed necessary to insure that competent personnel and management will be utilized in the performance of this contract.
- 5 **CONTRACT PERIOD:** The contract period shall be for one (1) year commencing on or about July 1, 2015 after approval and proper execution of the contract documents, with a renewal option for four (4) additional years in one-year increments, exercisable at the sole discretion of the County.

#### 6 PRICE ADJUSTMENT:

- 6.1 Prices offered shall remain firm against any increase for one (1) year from the effective date of this contract. Prior to the commencement of subsequent renewal periods, it shall be the Contractor's responsibility to notify DP&C in advance of any requested price changes.
- 6.2 Requests for price adjustments must be submitted to DP&C, not the user agency.
- 6.3 Requests for price adjustments must be accompanied by bona-fide manufacturer's documents or price lists reflecting the changes. Increases shall be limited to the actual cost increase to the Contractor. The County reserves the right to accept or reject the request for price increase and will do so in writing. If the price increase is approved, the price increase will be effective upon written approval and will remain firm through the renewal period.
- 6.4 If a price increase is requested following contract renewal and it has been longer than one year since the last increase, the County may entertain a request for escalation if it is in the County's best interest. If the price increase is approved, the price increase will be effective upon approval and will remain firm through the renewal period, or for one year, at the County's sole discretion.
- In the event of any decrease in price, either by the manufacturer or if the Contractor shall charge a lower price to other customers, the County shall be notified promptly and receive such decrease.

#### 7 EXCLUSIVITY:

- 7.1 The County is obligated during the period stipulated to purchase all of its normal requirements from the Contractor(s) and the Contractor(s) shall be obligated to furnish the goods and/or services as stated
- 7.2 Should the Contractor(s) be unable to fulfill the needs of the County, the County reserves the right to secure services from other sources to meet its immediate needs without prejudice of the Agreement.

- **ESTIMATED QUANTITIES:** The estimated annual quantities stated are provided as a general guide for bidding and are not guaranteed. Actual quantities may be more or less than those estimated.
- 9 **INSURANCE REQUIREMENTS:** There are no insurance requirements for this solicitation.
- **EVALUATION OF OFFERS:** The County intends to award one or more contracts to the responsible Contractors whose proposals represent the best combination of prices and services to the County for FCPL.
  - 10.1. The County intends to make multiple awards to the responsible Contractors whose proposals represent the best value to the County. The estimated annual quantities in Section 2.8, General Materials Specification, represent the total volume of work for all Contractors. Assignment of work shall be at the sole discretion of the County.
  - 10.2. Proposals will be evaluated in two phases; the first based on the technical and price submittals and the second, if deemed necessary, on oral discussions. The first phase will be evaluated based on the following criteria listed in order of importance.
    - 10.2.1. **WORK PROPOSAL** This document shall contain a full understanding of the County's needs and shall be clearly titled "Work Proposal". This document shall detail all steps necessary to complete the scope of work for ordering materials, to include but not limited to the following:

#### 10.2.1.1. Ordering Materials

- a. <u>Order Placement Options</u>: Describe the options by which FCPL may place orders, including lists, FCPL generated lists, and electronic ordering.
- b. <u>Electronic Ordering</u>: Describe the ordering system or other electronic selection assistance tools that are available to the Library. Include any technological requirements, if applicable.
- c. <u>Call Number Information</u>: If the Contractor is planning to provide cataloging or processing services, include a description of how FCPL can indicate preferred genres, call numbers, etc. on the order.
- d. <u>Replacement Policy (Audiovisual)</u>: Describe policy on Contractor replacement of damaged AV materials and cases of the aforementioned items.
- 10.2.1.2. **Selection Assistance:** Describe forms of selection assistance the Contractor will provide, including the company's toll-free number for calls placed by FCPL.
- 10.2.1.3. Cataloging: Describe the method of delivering electronic MARC catalog records to FCPL. Optional.
- 10.2.1.4. **Processing:** Describe the levels of processing that can be provided, even if the entire range of services is not available. Optional.

#### 10.2.1.5. **Reports:**

- a. Order Confirmation Reports
- b. Order Status Reports
- c. Order Cancellation Reports
- d. Invoice
- e. Catalog Records (one record for each material type on which the Contractor can provide cataloging: adult book, juvenile book, DVD, music CD, Audiobook, video games). Optional; provide if cataloging offered.

- 10.2.2. **QUALIFICATIONS OF CONTRACTOR** Qualifications and technical competence of the Contractor and staff in a document titled "Qualifications of Contractor". Included shall be a statement describing the Contractor's background information, history, resources, and track record of such projects.
- 10.2.3. **REFERENCES FOR SIMILAR PROJECTS** References for projects of a similar size scope and complexity that the Contractor has completed within the last five (5) years shall be outlined in Attachment 3 Contractor's Reference Information. This document shall help address the Contractor's competence and expertise in projects of similar scope and size.
- 10.2.4. **PRICE.**
- 10.3. After identifying the short list of the most qualified Contractor(s) based on the evaluation criteria, representative(s) may be required to clarify their proposals by making individual presentations to the evaluation committee.
- 10.4. The County may enter into negotiations with Contractors and invite best and final offers as deemed to be in the best interest of the County. Negotiations may be in the form of face-to-face, telephone, facsimile, e-mail or written communications, or any combination thereof, at the County's sole discretion.
- 10.5. Contractors are strongly advised not to prepare their proposal submissions based on any assumption or understanding that negotiations will take place. Contractors are advised to respond to this solicitation fully and with forth-rightness at the time of proposal submission.
- 10.6. Following the submittal of proposals, Contractors are strongly cautioned <u>not</u> to contact elected officials or members of the evaluation committee regarding the selection process. Inappropriate efforts to lobby or influence individuals or Contractors involved in this selection may result in dismissal from further consideration, at the County's sole discretion.

#### 11 BILLING AND PAYMENT:

11.1. The Contractor shall provide separate invoices for each account. Accounts are normally based on type of material or extra services provided. Duplicate/2-part invoices are preferred. All invoices will be received no later than sixty (60) days after shipment is received. Mail or email all invoices to:

Frederick County Public Libraries 110 East Patrick Street Frederick, Maryland 21701 Attention: Julie Earp jearp@frederickcountymd.gov

- 11.2. Each invoice shall include the following information:
  - 11.2.1 Federal Employer Identification Number (FEIN)
  - 11.2.2 Contractor's name and address
  - 11.2.3 Frederick County Purchase Order Number
  - 11.2.4 Title
  - 11.2.5 Number of copies
  - 11.2.6 Publisher
  - 11.2.7 Unit list price
  - 11.2.8 Discount percent
  - 11.2.9 Net unit price after discount
  - 11.2.10 Extended net amount for each item
  - 11.2.11 Total processing charges
  - 11.2.12 Cataloging charges
  - 11.2.13 Other charges (detail each charge)

- 11.3. Payment shall made upon receipt of proper invoice from the Contractor and authorized by the County.
- 11.4. All amounts, costs, or prices referred to herein pursuant to this contract shall be United States of America currency
- **ADDITIONS/DELETIONS:** The County, at its option, may add or delete similar items and/or services as needed. All specifications and requirements of the Request for Proposal will apply to additional items and/or services added during the contract term.

#### **DOCUMENT D – SUBMISSION REQUIREMENTS**

#### 1 INSTRUCTIONS:

- 1.1 All proposals are to be submitted on and in accordance with the requirements of this solicitation. Pricing shall be submitted on the Pricing Pages. Additional supplementary documentation, when requested, shall be submitted on the Contractor's letterhead.
- 1.2 All proposals must be clearly identified on the front of the envelope or top of the carton with the solicitation number, title of the solicitation, and the due date and time. TECHNICAL AND PRICE PROPOSALS SHALL BE IN SEPARATE SEALED ENVELOPES.
- 1.3 All proposals must be signed by an authorized officer or agent of the Contractor submitting the proposal and delivered in sealed envelopes or cartons to the office of DP&C no later than the time and date indicated in the solicitation and as evidenced by the DP&C time-stamp. Proposals received after the time and date indicated will not be accepted or considered.
- 1.4 If County administrative offices have been officially closed for any reason, the solicitation will be due the very next business day that County administrative offices are open. Any alternative changes to the due date will be posted on the website the morning after the closing event.
- 1.5 The submission of a proposal shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various documents, unless specifically noted otherwise in an Exception.
- 1.6 Each proposal shall be accompanied by the Affidavit regarding price fixing, gratuities, bribery, and discriminatory employment practices. When the Contractor is a corporation, a duly authorized representative of said corporation shall execute the Affidavit. The Affidavit is provided in the solicitation package.
- 1.7 If a discrepancy in or omission from the specifications is found, or if there is doubt as to their meaning, or the feeling that the specifications are discriminatory, the Contractor shall notify DP&C in writing not later than five days prior to the scheduled proposal opening. Exceptions taken do not obligate the County to change the specifications. Notice of any changes, additions or deletions to the specifications by addenda posted: <a href="http://frederickcountymd.gov/index.aspx?NID=1116">http://frederickcountymd.gov/index.aspx?NID=1116</a>.
- 1.8 Additional information or clarification of any of the instructions or information contained herein may be obtained from DP&C. The County will assume no responsibility for oral instructions or suggestions. All official correspondence in regard to the specifications shall be directed to and will be issued by the DP&C. Proposals may not be withdrawn during this period.

#### 2 SUBMISSION OF PROPOSAL DOCUMENTS:

2.1 Contractors are required to complete and return <u>one (1) original and five (5) hard copies</u> of the following documents, as well as any additional information required as stated in the solicitation, with their proposals:

# 2.1.1 Technical Proposal: ☐ Attachment 1 (Technical Proposal Signature Cover Page) ☐ Technical Proposal consisting of the following items (reference Document C, Section 10): ■ "Work Proposal" document. ■ "Qualifications of Contractor" document. ■ "References for Similar Projects" document.(Attachment 3) ☐ Attachment 2 (Acknowledgement of Addenda) ☐ Attachment 3 (Contractor's Reference Information) ☐ Attachment 4 (Affidavit)

	Attachment 5 (Certification of Compliance with Purchasing Regulation 1-2-36)
	Exceptions, if applicable
Price 1	Proposal (in separately sealed envelope): Attachment 6 (Price Proposal Page)
	Price I

3 **ELECTRONIC AND HARD COPIES:** Contractors shall submit a CD or flash drive containing the entire, identical hard copy of the proposal along with the hard copies required above. Additionally, it is requested that a separate redacted version, redacted in accordance with the provision herein, be added to the electronic copy.

#### **ATTACHMENT 1**

#### TECHNICAL PROPOSAL SIGNATURE COVER PAGE

Frederick County Department of Procurement & Contracting

1. PROPOSALS SHALL BE SENT TO:

	12 East Church Street, 1 <sup>st</sup> Floor Frederick, Maryland 21701
2.	<b>COMPANY INFORMATION:</b> The undersigned agrees to furnish and deliver the above services in accordance with the specifications issued for same, the subject to all terms, conditions, and requirements in the solicitation, and in the various solicitation documents:
	LEGAL BUSINESS NAME*:
	FEDERAL TAX IDENTIFICATION NO. /SOCIAL SECURITY NO.:
	ADDRESS:
	City         State         Zip Code           TELEPHONE:         FAX:
	E-MAIL ADDRESS:
	REPRESENTATIVE'S NAME: PHONE:
	PRINTED NAME OF COMPANY SIGNATORY:
	PAYMENT TERMS:
3.	<b>TAX EXEMPTION:</b> Frederick County is exempt from all local, state, and federal taxes, and prices stipulated by the Contractor are considered maximum and are not subject to increase due to any taxes, or any other reason.
4.	<b>ACKNOWLEDGMENT:</b> The Contractor shall include a signed acknowledgment that all terms and conditions of the offer may, at the County's option, be made applicable to any contract issued as a result of this solicitation. Proposals that do not include such acknowledgment may be rejected. Executing and returning this acknowledgment will satisfy this requirement:
	The undersigned agrees that all terms and conditions of this solicitation and offer may, at the County's sole discretion, be made applicable to any contract as a result of this agreement.
	SIGNATURE**: TITLE:
	PRINTED NAME: DATE:
	EMAIL ADDRESS OF PERSON SIGNING FORM:

<sup>\*</sup> The correct legal business name of the Contractor shall be used in all contracts. A trade name or nickname shall not be utilized in the submission of this proposal.

<sup>\*\*</sup> Signature shall be made by authorized signatory, officer or partner. The signing of this Acknowledgment shall represent that the person signing is authorized to commit the Contractor into a legal, binding contract. The County reserves the right to require documentation to verify signatory status.

#### ATTACHMENT 2

#### ACKNOWLEDGEMENT OF ADDENDA

The Contractor acknowledges receipt of the following addenda. Please date and initial.

Addendum Number	Date	Initial	Addendum Number	Date	Initial
1			5		
2			6		
3			7		
4			8		

# ATTACHMENT 3 – CONTRACTOR'S REFERENCE INFORMATION

ne of Company:		
FERENCES: Provide the n	en in business at present location ame, address, telephone number and ed similar services during the past thre	l email address of at least three (3) entities
Entity Name:		
Street Address:		
State:	Zip:	Phone:
Contact Name:	·	Email:
Contract Title:		Contract No.:
Description of Services:		
Entity Name:		
Street Address:		
State:	Zip:	Phone:
Contact Name:		Email:
Contract Title:		Contract No.:
Description of Services:		
Entity Name:		
Street Address:		
State:	Zip:	Phone:
Contact Name:	•	Email:
Contract Title:		Contract No.:
Description of Services:		
Entity Name:		
Street Address:		
State:	Zip:	Phone:
Contact Name:		Email:
Contract Title:		Contract No.:
Description of Services:		1 ** *****
Entity Name:		
Street Address:		
State:	Zip:	Phone:
Contact Name:		Email:
Contract Title:	-	Contract No.:
Description of Services:		

# ATTACHMENT 4 – AFFIDAVIT

(Must be completed, signed, and submitted with the proposal.)

Contractor:			
Address:			
Telephone:		Proposal N	No.:
I,Print Signer's Name	, the undersigned	d,Print Office Held	of the above name Contractor
do declare and affirm this da	y ofMonth	Year	that I hold the aforementioned office in the above
named Contractor and I affirm the following			
AFFIDAVIT I			
	give the Contractor an u	nfair advantage ov	ed with anyone for and on behalf of the Contractor or ver others, nor have they colluded with anyone for and on act herein.
AFFIDAVIT II			
hereto or will receive subsequent hereto an job, work or service for the County, and the value, directly or indirectly, upon more favo County received or will receive, directly or	y benefit, monetary or m ut no officer or employee orable terms than those gr indirectly, any part of any	has accepted or ranted to the publy fee, commission	manner whatsoever, any interest in or has received prior leration from the profits or emoluments of this contract, received or will receive in the future a service or thing of lic generally, nor has any such officer or employee of the n or other compensation paid or payable to the County in r, the receipt of dividends on corporation stock.
AFFIDAVIT III			
	of bribery, attempted bri		aployees who are directly involved in obtaining contracts acy to bribe under the laws of any state, or of the federal
<u>AFFIDAVIT IV</u>			
County have been convicted within the part	st 12 months of discrimings set forth in Section 16 of	nation against an	e directly involved in obtaining contracts with Frederick y employee or applicant for employment, nor have we the Annotated Code of Maryland or, of Sections 712 and
I do solemnly declare and affirm under the p knowledge, information and belief.	enalties of perjury that the	e contents of the	foregoing affidavits are true and correct to the best of my
DATE:			
		SIGNATU	IRE
		PRINTED	NAME
		EMAIL AI	DDRESS

#### ATTACHMENT 5 – CERTIFICATION OF COMPLIANCE

### With Frederick County Purchasing Regulation 1-2-36, Hiring of Illegal Aliens Prohibited for Performance of County Work

I,	
	Name
1.	I am the owner or authorized representative of;
2.	In compliance with Frederick County Purchasing Regulation 1-2-36, and as a contractual requirement of doing business with Frederick County Government, my firm and all of my firm's subcontractors shall only employ individuals legally authorized to work within the United States of America and within Frederick County, Maryland in the performance of work under this contract.;
3.	Compliance with Frederick County Purchasing Regulation 1-2-36 is a material contractual obligation and that breach of this obligation could result in contract termination in addition to, and not in lieu of, any and all other remedies available to Frederick County Government and any and all other damages for which my firm might be liable; and
4.	Nothing within Frederick County Purchasing Regulations requires Frederick County Government to elect to terminate a contract for default to the exclusion of any other remedy.
	signature below, I swear or affirm under penalties of perjury that the contents of this Certification o iance are true to the best of my knowledge, information and belief.
SIGNATU	DATE
PRINT	NAME OF SIGNATORY:
PRINT	TITLE OF SIGNATORY:
COMI	ANY NAME.

#### **ATTACHMENT 6**

#### PRICE PROPOSAL COVER PAGE

(Must be submitted separately from the Technical portion of the proposal)

TITLE:	Library Mate	erials Supplier fo	r Frederick Count	y Public Libraries	
'	,	1.1		,	

1. <u>Materials Discounts</u>: Contractors shall propose firm "discount from list prices" percentages to provide any or all of the following categories of library materials:

Item No.	Materials	Discount
1	Adult Trade Hardbacks (fiction and nonfiction)	
2	Juvenile Trade Hardbacks (fiction and nonfiction)	
3	Books with Library Bindings	%
4	Adult Trade Paperbacks (fiction and nonfiction)	%
5	Juvenile Trade Paperbacks (fiction and nonfiction)	%
6	Adult Mass Paperbacks	
7	Juvenile Mass Paperbacks	
8	University Press	
9	Small Press	
10	Continuations Titles	
11	DVDs	
12	Music CDs	
13	Books on CD	
14	Playaway Products	%
15	Read-Alongs	%
16	Video Games	%

2.	On-L	ine Ordering Costs:	
3.	<u>Catal</u>	oging Charges (Optional):	
	3.1	Charge for Providing Bibliographic Records as described In Section 2.7.2	

**Processing Charges (Optional)**: The Contractor may opt to provide any of the following variations of materials processing, or offer additional ones if appropriate. If the Contractor can supply all processing levels, they must provide a cost for each level. FCPL will decide which level of processing the Library requires with each Contractor. A Contractor's ability to provide processing is optional.

# 4.1 **Print Materials**: Per Item Charge for Full Processing w/Barcode (property stamp, date stamp, spine label, Mylar jacket or protective label cover) Per Item Charge for Partial Processing w/o Barcode (property stamp, date stamp, spine label, Mylar jacket or protective label cover) Per Item Charge for Mylar Jacket Only Per Item Charge for RFID 4.2 <u>DVDs</u>: Per Item Charge for Full Processing w/Barcode (eye-readable donut, library case, date stamp, spine label, CC label, ratings label) Per Item Charge for Full Processing w/o Barcode (library case, date stamp, spine label, CC label, ratings label) **Per Item Charge for Library Case** Per Item Charge for RFID 4.3 Music CDs: Per Item Charge for Full Processing w/ Barcode (eye-readable donut, library jewel case, date stamp, spine label) Per Item Charge for Full Process w/o Barcode (library jewel case, date stamp, spine label) Per Item Charge for Library Jewel Case Per Item Charge for RFID 4.4 Audiobooks: Per Item Charge for Full Processing w/ Barcode (eye-readable donut, library case, date stamp, spine label) Per Item Charge for Full Process w/o Barcode (library case, date stamp, spine label) **Per Item Charge for Replacement Library Case** Per Item Charge for RFID 4.5 **Playaway Products:** Per Item Charge for Full Processing w/ Barcode (library case, date stamp, spine label)

		(library case, date stamp, spine label)		
		Per Item Charge for Replacement Library Case		
		Per Item Charge for RFID		
	4.6	Read-Along Audiobooks:		
		Per Item Charge for Full Processing w/ Barcode (eye-readable donut, property stamp, date stamp, spine label, Mylar jacket or protective label cover, disc sleeve, contents sticker)		
		Per Item Charge for Full Processing w/o Barcode (property stamp, date stamp, spine label, Mylar jacket or protective label cover, disc sleeve, contents sticker)		
		Per Item Charge for Item with Disc Sleeve Only		
		Per Item Charge for RFID		
	4.7	<u>Video Games</u> :		
		Per Item Charge for Full Processing w/ Barcode (eye-readable donut, library case, date stamp, spine label, ratings label)		
		Per Item Charge for Full Processing w/o Barcode (library case, date stamp, spine label, ratings label)		
		Per Item Charge for Replacement Library Case		
		Per Item Charge for RFID		
5.	Reque	ested Continuations Titles Available from Contractor		% Fill Rate
6.	<u>Suppo</u>	ort Acquisitions 9xx and EDI Ordering	□ No	
		THE PERSON COMPLETING THE PRICE PROPOSAL COVER MUST INITIAL ANY ALTERATIONS IN FIGURES IN INI		
COM	PANY NA	AME:  PRINT COMPANY NAME		
		ΓΙVE'S NAME:		
REPR	ESENTAT	PRINT REPRESENTATIVE S NAME  FIVE'S TITLE:  PRINT REPRESENTATIVE'S TITLE		
		ELEPHONE NUMBER:		
EMAI	L ADDRE	ESS:		
		PRINT REPRESENTATIVE'S EMAIL ADDRESS		

#### ATTACHMENT 7

# FREDERICK COUNTY PUBLIC LIBRARIES CONTINUATIONS LIST

#### JANUARY 2015

Quantity	Title	
1	Agricultural Statistics	
1	American Library Directory	
1	American Wholesalers and Distributors Directory (every other)	
1	Annual Register of Grant Support	
2	Artist's and Graphic Designer's Market	
2	Barron's Guide to Law Schools	
7	Barron's Profiles of American Colleges	
3	Beckett Hockey Card Price Guide & Alphabetical	
1	Business Rankings Annual (every other)	
2	Car Book	
8	Chase's Calendar of Events	
3	Children's Writer's and Illustrator's Market	
1	College Blue Book (6 v.)	
8	College Board Guide to Getting Financial Aid	
3	College Board Scholarship Handbook	
1	Educator's Guide to Free Internet Resources: Elementary	
1	Educator's Guide to Free Internet Resources: Secondary	
1	Elias Book of Baseball Records	
1	Encyclopedia of Business Information Sources (every other)	
6	Fiske Guide to Colleges	
1	Good Sam RV Travel Guide & Campground Directory	
1	Government Assistance Almanac	
1	Grants Register (every other)	
10	Guinness World Records (Hardback)	
2	Guinness World Records (Paperback)	
6	Gun Digest	
3	Harris Maryland Manufacturer's Directory	
1	Headquarters USA (2 v.)	
2	Hoover's Handbook of American Business (2 Vol.)	
2	Hoover's Handbook of Emerging Companies	
8	J. K. Lasser's Your Income Tax	
7	Kovel's Antiques and Collectibles Price List	
4	Leonard Maltin's Movies and Video Guide (Mass Market)	
2	Literary Market Place: LMP	
1	Merck Index: Encyclopedia of Chemicals, Drugs & Biologicals	
1	Merck Manual of Diagnosis and Therapy (Hardcover)	
12	National Geographic Kids Almanac (Paperback)	
4	Nolo's Every Landlords Legal Guide	
5	Nolo's Legal Guide for Starting & Running a Small Business	
3	Novel and Short Story Writer's Market	

Quantity	Title
10	Occupational Outlook Handbook (Paperback)
5	Official Blackbook Price Guide to U.S. Paper Money
4	Official Blackbook Price Guide to U.S. Postage Stamps
7	Official Blackbook Price Guide to U.S. Coins
1	Official NFL Record & Fact Book
5	Official Overstreet Comic Book Price Guide
8	Old Farmer's Almanac (Paperback)
1	Passenger and Immigration Lists Index, Supplement
9	Peterson's Four Year Colleges
1	Peterson's Graduate and Professional Programs (6 Vol.)
9	Peterson's How to Get Money for College: Financing Your Future Beyond Federal Aid
2	Peterson's Private Secondary Schools
6	Peterson's Two Year Colleges
2	Photographer's Market
7	Physician's Desk Reference
1	PDR for Herbal Medicines
4	PDR for Nonprescription Drugs, Dietary Supplements, and Herbs
2	Poet's Market
9	Princeton's Best Colleges
9	Princeton Review Cracking the GED
1	Princeton Review Cracking the AP US History
1	Princeton Review Cracking the AP World History Exam
2	Princeton Review Cracking the AP Biology
3	Princeton Review Cracking the AP Calculus AB & BC, 2 Books
2	Princeton Review Cracking the AP Chemistry
1	Princeton Review Cracking the AP Economics Macro & Micro Exams
2	Princeton Review Cracking the AP English Language
2	Princeton Review Cracking the AP Environmental Science Exam
1	Princeton Review Cracking the AP Physics B & C
1	Princeton Review Cracking the AP Psychology Exam
1	Princeton Review Cracking the AP Spanish
1	Princeton Review Cracking the AP Statistics Exam
9	Princeton Review Cracking the GED
9	Princeton Review Cracking the SAT
8	Princeton Review the Best Colleges
1	Proquest Statistical Abstract of the United States
8	Rand McNally Road Atlas: United States/Canada/Mexico
1	RS Mean's Building Construction Cost Data
7	Scholarship Book (Paperback)
12	Scholastic Book of World Records
10	Scholastic Year in Sports
2	Scott Standard Postage Stamp Catalogue: U.S. Special
2	Scott Standard Postage Stamp Catalogue, v. 1
2	Scott Standard Postage Stamp Catalogue, v. 2
2	Scott Standard Postage Stamp Catalogue, v. 3
2	Scott Standard Postage Stamp Catalogue, v. 4
2	Scott Standard Postage Stamp Catalogue, v. 5

Quantity	Title
2	Scott Standard Postage Stamp Catalogue, V. 6
1	Shooter's Bible
1	Small Business Sourcebook (2 v.)
2	Songwriter's Market
2	Standard Catalog of U.S. Paper Money
5	Standard Catalog of World Coins – 1901-Present
2	Standard Catalog of World Paper Money: Vol. 1: Special
2	Standard Catalog of World Paper Money: Vol. 2: General
2	Standard Catalog of World Paper Money: Vol. 3: Modern
4	Ultimate Scholarship Book
3	United States Government Manual
5	VideoHound's Golden Movie Retriever
1	Warman's Antiques and Collectibles Price Guide
4	What Color is Your Parachute (Paperback)
9	World Almanac and Book of Facts (Paperback)
9	World Almanac for Kids (Paperback)
8	Writer's Market

# ATTACHMENT 8

# Sample Call Numbers

Books	Sample Call Numbers
Adult Nonfiction	641.352
	BLAC
Adult Biography	В
	SMITH
Adult Fiction	FIC
	GOODHEART (author = Goodheart)
Adult Western	WES
	LAMOUR (author = L'Amour)
Adult Mystery	MYS
	<b>DELAROCHE</b> (author = De La Rouche)
Adult Science Fiction	SF
	NORTON (author = Norton)
Adult Reference	R
	317.24
	JOHN
Juvenile Nonfiction	J
	641.352
	BLAC
Juvenile Biography	J
	В
	ROOSEVELT
Juvenile Fiction	J
	FIC
	GRIMES (author = Grimes)
Juvenile Mystery	J
	MYS
	KEENE (author = Keene)
Juvenile Reference	J
	R
	970.1
	JOHN
Picture Book	E
7	CRAMER
Young Adult Nonfiction	Y
	612.43
	SMIT
Young Adult Fiction	Y
	FIC
7 7 7 1 1	HOWARD
Large Print Adult	LP
	FIC
	ROBERTS (author = Roberts)

Books	Sample Call Numbers
Young Adult Large Print	Y
	LP
	FIC
	WILSON
Large Print Juvenile	J
	LP
	FIC
	LAUCHNER
Oversize	O (oversize books are Adult nonfiction items over
	<b>759.248</b> 33 cm in height)
	DONN
Foreign Language	FOR
	SPA
	FIC
	MARTINEZ
Juvenile Foreign Language	J
	FOR
	FRE
	330.295
	DECA

DVDs	
(call # provided by library)	Sample Call Numbers
Adult Feature Film	DVD
Addit Peature Timi	FF
	GREAT
	11/10
Adult Nonfiction Film	DVD
Adult Nonliction Film	796.357
	BASEBALL
7	05/98
Juvenile Feature Film	J
	DVD
	FF
	HARRY
	12/01
Juvenile General Film	J
	DVD
	СН
	DORA
	03/12
Foreign Films	DVD
	FOR
	VITA
	05/14
Adult TV Program	DVD
5	TV
	WEST
	Seas. 1
	Disc 1
	08/97
	00,7,

Music CDs (call # provided by Library	Sample Call Numbers
Adult Music	CD
	OPERA
	BELLINI
Juvenile Music	J
	CD
	SONGS
	BARNEY

Audiobooks & Playaway Products	Sample Call Numbers
Adult CD – Book	CD
	воок
	FIC
	STEEL
Juvenile CD – Book	J
	CD
	ВООК
	FIC
	BANKS
Young Adult	Y
	CD
	ВООК
	FIC
	BARNS
	HIMES
Playaway View	J
	PV
	468
	SPANISH
Playaway	PL
	BOOK
	FIC
	RANKIN

Read-Along Books	Sample Call Numbers
Juvenile Fiction	J
	RA
	KIMMEL
Easy Biography	E
, , ,	RA
	В
	LINCOLN
Easy Fiction	E
	RA
	ROBB
Juvenile Foreign Language	J
	RA
	FOR
	SPA
	YOLEN
Juvenile Nonfiction	J
	RA
	398.2
	SAWY

Video Games (call # provided by Library	Sample Call Numbers
Easy Video Games – Games Rated EC Only	E
	GAME
	PS
	LEARNING
Juvenile Video Games – Games Rated E and E10+	J
Only	GAME
	XBOX
	FUSION
Adult Video Games – Games Rated T or M	GAME
	WII
	JURASSIC